

#8

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

Inventor(s): Mitch Upton  
Appln. No.: 10/271,194  
Confirm. No.: 6816  
Filed: October 15, 2002  
Title: APPLICATION VIEW COMPONENT FOR  
SYSTEM INTEGRATION



PATENT APPLICATION

Art Unit: 2151  
Examiner: Unknown



23910

PATENT TRADEMARK OFFICE

RECEIVED  
FEB 24 2003  
Technology Center 2100

POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Commissioner for Patents  
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

\_\_\_\_\_ The Assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_, Frames \_\_\_ - \_\_\_, or

☒ A true copy of the Assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Sheldon R. Meyer, Reg.No. 27,660, Jason D. Lohr, Reg. No. 48,163 and other attorneys of FLIESLER DUBB MEYER & LOVEJOY LLP, Customer No. 23910, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:  
SHELDON R. MEYER, ESQ.  
FLIESLER DUBB MEYER & LOVEJOY LLP  
Four Embarcadero Center, Fourth Floor  
San Francisco, CA 94111-4156

Please direct all telephone calls to:  
JASON D. LOHR  
(415) 362-3800

Assignee: BEA Systems, Inc.  
Assignee Type: (Corporation, Partnership) Corporation  
Signor's Name: Robert F. Donohue  
Signor's Title: (Corporate Office or Position) Senior Vice President, General Counsel  
Signature: [Signature] Date: 30 Jan 2003

## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Mitch Upton, a resident of 10099 Briargrove Way, Highlands Ranch, CO 80126, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

### APPLICATION VIEW COMPONENT FOR SYSTEM INTEGRATION

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention.

WHEREAS BEA Systems, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 2315 North First Street, San Jose, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:

1. \_\_\_\_\_ On the \_\_ day of \_\_\_\_\_, 20\_\_;

Or

2. ✓ Said application having SC/Serial Number 10/271,194 and filed on the 15 day of October, 2002.

Date: 1/5/03

Mitch Upton  
Mitch Upton

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(name and title of officer)

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*



Creation date: 12-07-2004  
Indexing Officer: LNGUYEN18 - LAM NGUYEN  
Team: OIPEBackFileIndexing  
Dossier: 09939200

Legal Date: 02-21-2003

No.	Doccode	Number of pages
1	IDS	2

Total number of pages: 2

Remarks:

Order of re-scan issued on .....